



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

May 27, 1999

**VIA HAND DELIVERY**

Charles H. Roistacher, Esq.  
Brett G. Kappel, Esq.  
Powell, Goldstein, Frazer & Murphy, LLP  
1001 Pennsylvania Avenue, N.W., Sixth Floor  
Washington, D.C. 20004

RE: MURs 4322 and 4650  
Enid Greene, *et al.*

Dear Messrs. Roistacher and Kappel:

On May 21, 1999, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your clients' behalf in settlement of violations of 2 U.S.C. § 434(b), 2 U.S.C. § 441a(a)(1)(A), 2 U.S.C. § 441a(a)(3), 2 U.S.C. § 441a(f), 2 U.S.C. § 441b(a), 2 U.S.C. § 441f, provisions of the Federal Election Campaign Act of 1971, as amended, and 11 C.F.R. § 110.4(c)(2), a provision of the Commission's regulations. Accordingly, the file has been closed in this matter as it pertains to Enid Greene, Dunford Forrest Greene, Enid '94 and Enid Greene, as treasurer, and Enid '96 and Enid Greene, as treasurer.


This matter will become public within 30 days after it has been closed with respect to all other respondents involved. Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

You are advised that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply with respect to all respondents still involved in this matter. The Commission will notify you when the entire file has been closed.

Charles H. Roistacher, Esq.  
Brett G. Kappel, Esq.  
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Enclosed you will find a copy of the fully executed conciliation agreement for your files.  
If you have any questions, please contact me at (202) 694-1650.

Sincerely,

  
Kamau Philbert  
Attorney

Enclosure  
Conciliation Agreement

2025-10-10 10:10:10

**BEFORE THE FEDERAL ELECTION COMMISSION**

In the Matter of	)	
	)	MURs 4322 and 4650
Enid Greene	)	
Dunford Forrest Greene	)	
Enid '94 and Enid Greene, as treasurer	)	
Enid '96 and Enid Greene, as treasurer	)	

**CONCILIATION AGREEMENT**

MUR 4322 was initiated by a signed, sworn, and notarized complaint by Michael H. Chanin, Esq., counsel for Enid '94 and Enid '96 committees. MUR 4650 was generated based on information ascertained by the Federal Election Commission ("Commission") in the normal course of carrying out of its supervisory responsibilities. See 2 U.S.C. § 437g(a)(2). An investigation was conducted, and the Federal Election Commission ("Commission") found probable cause to believe that Enid Greene violated 2 U.S.C. § 441f and that Dunford Forrest Greene (hereinafter "D. Forrest Greene") violated 2 U.S.C. § 441a(a)(1)(A) and (a)(3), and 2 U.S.C. § 441f. The Commission also found probable cause to believe that Enid '94 and Enid Greene, as treasurer, and Enid '96 and Enid Greene, as treasurer, violated 2 U.S.C. § 434(b), 2 U.S.C. § 441a(f), 2 U.S.C. § 441f, and 11 C.F.R. § 110.4(c)(2). The Commission further found probable cause to believe that Enid '94 and Enid Greene, as treasurer, violated 2 U.S.C. § 441b(a).

NOW, THEREFORE, the Commission and the Respondents, having duly entered into conciliation pursuant to 2 U.S.C. § 437g(a)(4)(A)(i), do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding.

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

#### PARTIES

1. Former Representative Enid Greene won the 1994 election for Congress in Utah's Second Congressional District and served one term in Congress.
2. Enid '94 is the principal campaign committee of former Representative Enid Greene's 1994 congressional campaign. Enid '96 is her 1996 reelection committee. Enid '94 and Enid '96 are political committees within the meaning of 2 U.S.C. § 431(4). Enid Greene is the current treasurer of Enid '94 and Enid '96.
3. Joseph P. Waldholtz, the former husband of Enid Greene, was the treasurer of Enid '94 from December of 1993 until November of 1995. Joseph Waldholtz was also the treasurer of Enid '96 from July of 1995 until November of 1995. All of the violations that are alleged to have occurred in these matters took place during the time that Joseph Waldholtz served as treasurer of Enid '94 and Enid '96.
4. D. Forrest Greene is Enid Greene's father.

#### LAW

5. The Federal Election Campaign Act of 1971, as amended ("the Act") requires a political committee to file periodic reports identifying each person who makes a contribution to the reporting committee during the reporting

period, whose contribution or contributions total more than \$200 within the calendar year, together with the date and amount of any such contribution. 2 U.S.C. § 434(b)(3)(A). The Act also requires a political committee to file periodic reports identifying the name and address of each person who has received any disbursement over \$200 within the calendar year, together with the date and amount of any such disbursement. 2 U.S.C. § 434(b)(6)(A).

6. Section 441a of the Act prohibits any person from making contributions to any candidate or an authorized political committee with respect to any election for Federal office which, in the aggregate, exceed \$1,000. 2 U.S.C. § 441a(a)(1)(A). This provision also prohibits any individual from making contributions aggregating more than \$25,000 in any calendar year. 2 U.S.C. § 441a(a)(3). Under section 441a(a)(3), any contribution made to a candidate in a year other than the calendar year in which the election is held, with respect to which such contribution is made, is considered to be made during the calendar year in which such election is held. Section 441a also provides that no officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate, or knowingly make any expenditure on behalf of a candidate, in violation of any limitation imposed on contributions and expenditures under this section. 2 U.S.C. § 441a(f).
7. Section 441b of the Act makes it unlawful for any corporation to make a contribution or expenditure in connection with any election to any political office, or for any candidate, political committee, or other person knowingly

to accept or receive any contribution prohibited by this section, or any officer or any director of any corporation to consent to any contribution or expenditure by the corporation. 2 U.S.C. § 441b(a).

8. Section 441f of the Act provides that no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person. 2 U.S.C. § 441f. The Commission's regulations also provide that no person shall knowingly help or assist any person in making a contribution in the name of another. 11 C.F.R. § 110.4(b)(1)(iii).
9. Section 441g of the Act provides that no person shall make contributions of currency of the United States or currency of any foreign country to or for the benefit of any candidate which, in the aggregate, exceed \$100, with respect to any campaign of such candidate for nomination for election, or for election, to Federal office. 2 U.S.C. § 441g. In addition, section 110.4(c)(2) of the Commission's regulations requires a candidate or committee to promptly return cash contributions in excess of \$100 to the contributor. 11 C.F.R. § 110.4(c)(2).
10. The Commission's regulations at section 110.10 provide that candidates for Federal office may make unlimited expenditures from personal funds. Personal funds include assets jointly owned with the candidate's spouse. The portion of the joint asset that shall be considered personal funds of the candidate shall be that portion which is the candidate's share by

instrument(s) of conveyance or ownership. If no specific share is designated, the value of one-half of the property used shall be considered as personal funds of the candidate. 11 C.F.R. § 110.10.

#### FACTS

11. Joseph Waldholtz and Enid Greene were married in August of 1993 in Salt Lake City, Utah. Joseph Waldholtz portrayed himself as a millionaire, a beneficiary of an over \$300 million Waldholtz Family Trust, and told Enid Greene he had given her \$5 million as a wedding gift.
12. On December 21, 1993, Enid Greene filed a Statement of Candidacy for the U.S. House of Representatives for the Second District of Utah, and designated Enid '94 as her principal campaign committee for the November 8, 1994 election. Joseph Waldholtz was designated treasurer. Enid '94 later hired the accounting firm of Huckaby & Associates, which specializes in filing reports with the Commission, to assist Joseph Waldholtz in his duties as treasurer.
13. Sometime in mid-January of 1994, shortly after Enid Greene established her 1994 campaign, she and Joseph Waldholtz visited her father, D. Forrest Greene, at his home in Salt Lake City, Utah. At that meeting, Joseph Waldholtz requested \$60,000 from D. Forrest Greene. Enid Greene and her mother, Gerda Greene, were present when Joseph Waldholtz made the request. The money was requested in order to assist Joseph Waldholtz's mother who was mentally ill, divorced from his father, and was undergoing financial problems. On January 21, 1994, D. Forrest Greene provided the

\$60,000 to Joseph Waldholtz by wire transfer to Joseph Waldholtz's account in Pennsylvania. About a week later, Joseph Waldholtz requested additional funds from D. Forrest Greene by telephone. On February 1, 1994, D. Forrest Greene wrote a check for \$24,000. This check was made out to Joseph Waldholtz and Enid Greene and was deposited into one of their joint accounts.

14. Thereafter, Joseph Waldholtz periodically telephoned D. Forrest Greene at D. Forrest Greene's San Francisco office and requested additional funds. D. Forrest Greene transferred the money to Joseph Waldholtz and Enid Greene's joint bank accounts. As shown in the chart below, D. Forrest Greene made a total of 24 transfers of funds to Joseph Waldholtz and Enid Greene.

**FUND TRANSFERS FROM D. FORREST GREENE**

<b>Date of Check or Wire</b>	<b>Personal Check or Wire Transfer</b>	<b>Amount</b>
1/21/94	WT	\$60,000.00
2/1/94	PC	\$24,000.00
4/29/94	PC	\$56,000.00
5/9/94	PC	\$60,000.00
5/16/94	PC	\$75,000.00
6/21/94	WT	\$80,000.00
7/7/94	WT	\$150,000.00
7/7/94	WT	\$10,000.00
8/8/94	WT	\$83,000.00
8/25/94	PC	\$55,000.00
9/2/94	WT	\$187,000.00
9/12/94	PC	\$150,000.00



9/19/94	WT	\$381,000.00
10/18/94	WT	\$336,000.00
10/21/94	WT	\$400,000.00
10/28/94	WT	\$350,000.00
11/8/94	WT	\$69,000.00
11/14/94	WT	\$200,000.00
1/9/95	WT	\$275,000.00
7/18/95	WT	\$13,000.00
8/15/95	WT	\$250,000.00
8/15/95	WT	\$7,426.00
4/11/95	WT	\$408,000.00
10/12/95	WT	\$308,000.00
<b>TOTAL</b>		<b>\$3,987,426.00</b>

15. The funds were provided by wire transfers (18) or by personal checks (6).

The checks were mailed to Joseph Waldholtz. Copies of the canceled checks and the wire transfer documents show that the majority of the checks and wire transfers were made out to Joseph Waldholtz and Enid Greene jointly and were deposited into their joint checking accounts. A few of the wire transfers were made out to Joseph Waldholtz solely: the January 21, July 7, and August 8, 1994, and the April 11, 1995 wire transfers. A June 21, 1994 wire transfer in the amount of \$80,000 was made out to Enid Greene solely. These wire transfers were all deposited into their joint accounts.

16. The majority of the funds (\$2.1 million of the \$4 million) was transferred between August and November of 1994, in the three months prior to the 1994 election. Sometime in late August or early September of 1994, when the campaign needed more money in the final months before the 1994

election, Joseph Waldholtz advised Enid Greene that all of the Waldholtz Family Trust funds were frozen, including the \$5 million that Joseph Waldholtz had given her, because of a lawsuit regarding the administration of the Trust. Joseph Waldholtz then advised Enid Greene that he owned real estate in Pittsburgh, Pennsylvania and that she was entitled to one-half. Purportedly, the property was worth \$2.2 million dollars and there was a ready buyer.

17. Joseph Waldholtz and Enid Greene then proceeded to obtain funds from D. Forrest Greene with the understanding that, in exchange for the funds, Mr. Greene was assigned the sale proceeds of Enid Greene's portion of the property (\$1.1 million). Enid Greene asserts that she requested that Joseph Waldholtz provide documentation of the assignment, but none was produced. As it turned out, there was no real estate.
18. A portion of the funds was used by Joseph Waldholtz to finance Enid Greene's 1994 and 1996 congressional campaigns. Over \$1.1 million appeared in Enid '94 disclosure reports as Enid Greene's personal funds and \$552,000, unreported, was used to pay campaign expenses during this period. A total of \$68,850 in contributions were made to Enid '96. These funds enabled Enid Greene to buy substantial amounts of television time and send out personalized direct mailings targeting her competitors during the August to November, 1994 period. Enid Greene won the 1994 election with 46 percent of the vote. In January of 1995, Enid Greene was sworn in as a

Member of Congress, and she and Joseph Waldholtz moved to Washington, D.C.

19. Information shows that Joseph Waldholtz was able to carry out the transactions discussed above, in part, because he had access to several joint personal checking accounts with Enid Greene in addition to the campaign accounts mentioned above. The personal checking accounts were opened initially either as joint accounts or were opened by Enid Greene or Joseph Waldholtz individually, and the other was subsequently added to the accounts. The accounts generally were opened on or after May 19, 1993 and were closed in November, 1995. Joseph Waldholtz also had access to, and control over, three additional personal banking accounts of relatives at financial institutions in his hometown, Pittsburgh, Pennsylvania. One of those bank accounts was in Joseph Waldholtz's name, the other bank account was in the name of his mother, Barbara Waldholtz, and the third bank account was in the name of his grandmother, Rebecca Levenson.
20. Following the 1994 election, questions were raised in Utah about the source of the large sums of money Enid Greene was reported to have spent on her campaign.
21. In the Fall of 1995, federal criminal investigators began an inquiry into allegations that Joseph Waldholtz had committed bank fraud by kiting checks between two joint checking accounts he shared with Enid Greene.
22. The U.S. Attorney's Office in Washington, D.C. initiated a formal investigation, and Joseph Waldholtz was indicted on May 2, 1996 on 27

counts of bank fraud. He pleaded guilty to bank, election and tax fraud in the U.S. District Court in Washington, D.C. on June 5, 1996 and was sentenced to 37 months in prison on November 7, 1996.

23. In the plea agreement with the U. S. Attorney's Office signed on June 3, 1996, Joseph Waldholtz admitted to violations of the Act. Specifically, he admitted to falsifying, signing, and filing the 1994 Year End Report for Enid '94 with the Commission. He also affirmed that in 1994, D. Forrest Greene deposited approximately \$2,800,000 into his and Enid Greene's personal bank accounts and that almost \$1,800,000 of that money was transferred to Enid '94. He also admitted that he subsequently reported on various campaign disclosure reports, including the 1994 Year End Report, that the funds were Enid Greene's personal assets.
24. Finally, Joseph Waldholtz admitted that he included "ghost contributors" on reports filed with the Commission on behalf of the Enid '94 committee.
25. On May 1, 1996, D. Forrest Greene filed a civil fraud lawsuit against Joseph Waldholtz in an attempt to recover some of the nearly \$4,000,000 that he had provided to Joseph Waldholtz. Joseph Waldholtz invoked the Fifth Amendment in response to D. Forrest Greene's complaint. Based on Joseph Waldholtz's response and his failure to respond to D. Forrest Greene's request for summary judgment, the court granted summary judgment in favor of D. Forrest Greene on July 25, 1996, and ordered Joseph Waldholtz to repay the almost \$4,000,000 to D. Forrest Greene.

26. D. Forrest Greene transferred almost \$4 million to the joint accounts of Enid Greene, his daughter, and her then-husband, Joseph Waldholtz. A total of over \$1.8 million of those funds was transferred by Joseph Waldholtz to Enid Greene's 1994 and 1996 congressional campaigns.
27. The contributions were concealed by Joseph Waldholtz in several ways. Twenty-eight contributions totaling at least \$984,000 were reported on committee reports filed with the Commission by Joseph Waldholtz as contributions in the name of Enid Greene. Forty-one contributions totaling at least \$819,218 were made by transferring funds between personal checking accounts under Joseph Waldholtz's control and Enid '94 and Enid '96 campaign accounts and were not reported on committee reports filed with the Commission by Joseph Waldholtz. Eleven contributions totaling \$18,325 were made in cash and also were not reported on committee reports filed with the Commission by Joseph Waldholtz.
28. Forty-three individuals who either do not exist or did not contribute to Enid '94 were falsely identified by Joseph Waldholtz as contributors on the 1994 April Quarterly Report. Furthermore, two additional \$1,000 contributions to Enid '94 from two individuals and an additional eight contributions from individuals in excess of \$200 were not reported on committee reports filed with the Commission by Joseph Waldholtz. Finally, available information shows that Joseph Waldholtz, as treasurer of Enid '94, accepted a \$1,000 corporate contribution from Keystone Promotions, Inc. as an individual contribution by F. Richard Call, the owner of Keystone.

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29. At the outset of the 1994 campaign, Enid Greene authorized Joseph Waldholtz to transfer her funds from their joint accounts to the Enid '94 campaign account.
30. Joseph Waldholtz was authorized to report these transfers as contributions to Enid '94 from Enid Greene.
31. In the Fall of 1994, Joseph Waldholtz made a series of transfers from the joint accounts he shared with Enid Greene to the Enid '94 campaign account.
32. All of these transfers were reported as contributions to Enid '94 from Enid Greene.
33. At the time that these transfers were made, Enid Greene was aware that the joint accounts from which they came held funds that had been provided by D. Forrest Greene.
34. In light of the foregoing, Enid Greene allowed her name to be used to effect contributions in the name of another, but asserts that she lacked the intent to violate 2 U.S.C. § 441f.
35. In the Fall of 1994, D. Forrest Greene transferred funds to the joint accounts of Joseph Waldholtz and Enid Greene with the understanding that, in exchange for the funds, Mr. Greene was assigned the sale proceeds of Enid Greene's portion of the sale of real estate that Joseph Waldholtz and Enid Greene purportedly owned in Pennsylvania.
36. Each of the contributions that were made to Enid '94 using the funds provided by D. Forrest Greene exceeded \$1,000.

37. The total amount of the contributions that were made to Enid '94 using funds provided by D. Forrest Greene exceeded \$25,000.
38. D. Forrest Greene provided funds that were used to make contributions exceeding the \$1,000 and \$25,000 annual limits and to make contributions in the name of another.
39. D. Forrest Greene asserts that he lacked the intent to violate 2 U.S.C. § 441f, 2 U.S.C. § 441a(a)(1)(A) and 2 U.S.C. § 441a(a)(3).
40. During the time that Joseph Waldholtz served as treasurer of both committees, Enid '94 and Enid '96 accepted eighty excessive contributions totaling at least \$1,821,543. The vast majority of the contributions, \$1,752,688, (consisting of 63 separate contributions) were made to Enid '94; about \$68,850 (consisting of 17 separate contributions) was made to Enid '96. Each of the eighty contributions was over \$1,000.
41. During the time that Joseph Waldholtz served as treasurer of both committees, Enid '94 and Enid '96 also failed to report numerous contributions, filed inaccurate reports, accepted contributions in violation of the limitations imposed by section 441a, accepted contributions in the name of another, and failed to return cash contributions in excess of \$100. In addition, during the time that Joseph Waldholtz served as treasurer, Enid '94 accepted a \$1,000 corporate contribution from Keystone Productions, Inc.
42. Immediately after Joseph Waldholtz fled from the FBI investigation into his activities, Enid Greene assumed the position of treasurer of Enid '94 and Enid '96 and hired the national accounting firm then known as Coopers &

Lybrand, LLP to review the reports prepared by Joseph Waldholtz and to file amended reports with the Commission.

V. In order to avoid the disruption, delay, uncertainty, inconvenience and expense of protracted litigation and for purposes of this conciliation agreement only, the Respondents have agreed to a full and final settlement as set forth below:

1. Enid Greene agrees that her knowledge that funds provided by D. Forrest Greene were used to make contributions to Enid '94 in her name is sufficient to cause violations of 2 U.S.C. § 441f, although she asserts that she did not intend to violate the law.
2. D. Forrest Greene agrees that the fact that funds provided by him were contributed to Enid '94 in the name of Enid Greene is sufficient to cause violations of 2 U.S.C. § 441f, and, because of the amounts involved, violations of 2 U.S.C. § 441a(a)(1)(A) and 2 U.S.C. § 441a(a)(3), although he asserts that he did not intend to violate the law.
3. Enid '94 and its treasurer violated 2 U.S.C. § 434(b), 2 U.S.C. § 441a(f), 2 U.S.C. § 441b(a), 2 U.S.C. § 441f, and 11 C.F.R. § 110.4(c)(2).
4. Enid '96 and its treasurer violated 2 U.S.C. § 434(b), 2 U.S.C. § 441a(f), 2 U.S.C. § 441f and 11 C.F.R. § 110.4(c)(2).

VI. Respondents jointly and severally will pay a civil penalty to the Federal Election Commission in the amount of one hundred thousand dollars (\$100,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance



with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondents shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble  
General Counsel

BY: Lois G. Lerner  
Lois G. Lerner  
Associate General Counsel

5/27/99  
Date

## FOR THE RESPONDENTS:

Enid Greene  
Enid Greene

May 5, 1999  
Date

Dunford Forrest Greene  
Dunford Forrest Greene

5 May 1999  
Date

Enid Greene  
Enid Greene, Treasurer of Enid '94 and Enid '96

May 5, 1999  
Date

Charles H. Roistacher  
Charles H. Roistacher, Esq.  
Counsel for the Respondents

May 10, 1999  
Date

Brett G. Kappel  
Brett G. Kappel, Esq.  
Counsel for the Respondents

May 10, 1999  
Date